



11733

RECORDATION NO. .... Filed 1425

Pennsylvania Electric Company  
1001 Broad Street  
Johnstown Pennsylvania 15907  
814 536-6611

11733A-  
AA

RECORDATION NO. .... Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

APR 29 1980 -9 20 AM  
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

Attention: Secretary

Dear Sir:

0-120A020  
No.

Date APR 29 1980

Fee \$ 340.00

ICC Washington, D. C.

APR 29 9 18 AM '80  
RECEIVED  
FEE OPERATION BR.  
I.C.C. BR.

Enclosed for filing with the Commission pursuant to 49 C.F.R.  
Part 1116 are an original executed counterpart and two certified copies  
of a Mortgage Document as follows:

## Mortgage Document:

Indenture of Mortgage and Deed  
of Trust dated as of January 1,  
1942 and the 30 Supplemental  
Indentures thereto listed on  
Schedule A attached hereto

## Mortgagor:

Pennsylvania Electric Company  
1001 Broad Street  
Johnstown, PA 15907

## Mortgagee:

Bankers Trust Company, Trustee  
16 Wall Street  
New York, NY 10015


Included in the property covered by the Mortgage Document is  
a Schnabel type railroad car with an attached mobile transformer. The  
AAR number for the railroad car is GPX100. This car is used or intended  
for use in connection with interstate commerce. Mortgagor owns a 43%  
undivided interest in such railroad car and transformer as a tenant in  
common with its affiliates, Metropolitan Edison Company (which owns a  
20% interest) and Jersey Central Power & Light Company (which owns a  
37% interest).

The railroad car is not specifically described in the Mortgage  
Document. However, included in the property covered by the Mortgage  
Document is all property or interests therein owned by Pennsylvania Elec-  
tric Company at the date of said Indenture of Mortgage and Deed of Trust  
or thereafter acquired by it.

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,

  
J. A. Poole  
Vice President,  
Technical

Encls.

RECORDATION No. 11733-*E* Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the District  
of Columbia, do certify as follows: (1) I have examined the  
attached conformed copy of the Supplemental Indenture dated as of  
*June 1, 1953* to Indenture of Mortgage and Deed of  
Trust dated as of January 1, 1942 between Pennsylvania Electric  
Company and Bankers Trust Company, Trustee, and have compared it  
with the original document; and (2) the attached conformed copy  
is a true and correct copy of the original document in all re-  
spects.

Witness my hand and seal this 28th day of April, 1980.

*Suzadette R. Brown*  
\_\_\_\_\_  
Notary Public

My Commission Expires October 14, 1983

(SEAL)



11733  
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INTERSTATE COMMERCE COMMISSION

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**PENNSYLVANIA ELECTRIC COMPANY**

**AND**

**BANKERS TRUST COMPANY,  
Trustee**

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**Supplemental Indenture**  
**(First Mortgage Bonds, 4 $\frac{1}{8}$ % Series Due 1983)**

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**Dated as of June 1, 1953**

gage Bonds, 4 $\frac{1}{8}$ % Series due 1983" (hereinafter sometimes referred to as the "1983 Series Bonds" or the "bonds of the 1983 Series"), which said bonds of the 1983 Series, and the interest coupons to be attached to the coupon bonds of said series, are to be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF THE 1983 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

4 $\frac{1}{8}$ % Series Due 1983

No.

Due June 1, 1983

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered as to principal, to the registered holder hereof, on June 1, 1983, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from June 1, 1953, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of four and one-eighth per centum (4 $\frac{1}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year, but only upon presentation and surrender of the coupons for such interest instalments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1983, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supple-

**SUPPLEMENTAL INDENTURE**, dated as of the first day of June, 1953, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the Trustee), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the Original Indenture), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Original Indenture, and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and the said Original Indenture has been supplemented by supplemental indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, June 1, 1946, November 1, 1949, October 1, 1951, and August 1, 1952, respectively; which Original Indenture as so supplemented is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Original Indenture and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company by appropriate corporate action in conformity with the terms of the said Original Indenture has duly determined to create a series of bonds to be designated as "First Mort-

mental thereto, called the Mortgage) dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding. Any such consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1983 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1983 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto

appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1983 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1983 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If Redeemed During 12 Months' Period Ending May 31,	Regular Redemp- tion Prices	Special Redemp- tion Prices	If Redeemed During 12 Months' Period Ending May 31,	Regular Redemp- tion Prices	Special Redemp- tion Prices
1954 .....	105.18%	102.18%	1969 .....	102.51%	101.40%
1955 .....	105.01%	102.14%	1970 .....	102.33%	101.34%
1956 .....	104.83%	102.10%	1971 .....	102.15%	101.26%
1957 .....	104.65%	102.06%	1972 .....	101.97%	101.19%
1958 .....	104.47%	102.01%	1973 .....	101.79%	101.11%
1959 .....	104.29%	101.97%	1974 .....	101.61%	101.03%
1960 .....	104.11%	101.92%	1975 .....	101.43%	100.94%
1961 .....	103.93%	101.87%	1976 .....	101.26%	100.85%
1962 .....	103.76%	101.82%	1977 .....	101.08%	100.76%
1963 .....	103.58%	101.77%	1978 .....	100.90%	100.67%
1964 .....	103.40%	101.71%	1979 .....	100.72%	100.57%
1965 .....	103.22%	101.66%	1980 .....	100.54%	100.46%
1966 .....	103.04%	101.60%	1981 .....	100.36%	100.36%
1967 .....	102.86%	101.54%	1982 .....	100.24%	100.24%
1968 .....	102.68%	101.47%	1983 .....	100.00%	100.00%



The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the office or agency of the Company in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto.

Dated, June 1, 1953.

PENNSYLVANIA ELECTRIC COMPANY,  
By

President.

Attest:

Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1983 SERIES]

\$

No.

On the first day of \_\_\_\_\_, \_\_\_\_\_, unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, PENNSYLVANIA ELECTRIC COMPANY will pay to bearer at its office or agency in the Borough of Manhattan, The City of New York, \_\_\_\_\_ Dollars (\$) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, as specified in its First Mortgage Bond, 4 1/8% Series due 1983, No. \_\_\_\_\_, being six months' interest then due on said bond. This coupon shall be treated as negotiable.

Treasurer.

The amount to be inserted in odd numbered coupons shall be Twenty and 63/100 Dollars; the amount to be inserted in even numbered coupons shall be Twenty and 62/100 Dollars.

[FORM OF FULLY REGISTERED BOND OF THE 1983 SERIES]

## PENNSYLVANIA ELECTRIC COMPANY

## FIRST MORTGAGE BOND

\$ 4½% Series Due 1983 No.  
Due June 1, 1983

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to  
or registered assigns, on June 1, 1983, at the office or agency of the Company in the Borough of Manhattan, The City of New York,

Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, semi-annually on June 1 and December 1 of each year, at the rate of four and one-eighth per centum (4½%) per annum, at said office or agency in like coin or currency, from the first day of June or December, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a June 1 or December 1 on which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to December 1, 1953, in which case from June 1, 1953), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 4½% Series due 1983, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the

rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all bonds then outstanding. Any such consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1983 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1983 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all un-

matured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1983 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1983 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1983 Series, the same table of redemption prices and corresponding dates as are specified in the form of coupon bond of the 1983 Series hereinabove set forth in the recitals of this Supplemental Indenture.]

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable, at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated,

PENNSYLVANIA ELECTRIC COMPANY,  
By

President.

Attest:

Secretary.

: and

WHEREAS, all acts and things prescribed by law and by the charter and by-laws of the Company necessary to make the bonds of the 1983 Series when executed by the Company and authenticated by the Trustee, as in the Original Indenture provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the said Original Indenture, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, and to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clause thereof, and to set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons of such series, and to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and the Company since the date of the Original Indenture has acquired additional property; and it is desired to add certain further covenants, restrictions and conditions for the protection of the mortgaged and pledged property and the holders of bonds, as provided herein, which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the 1983 Series and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of describing additional property subject to the lien of the Original Indenture and of setting forth the terms and provisions of the 1983 Series Bonds and the forms of the bonds of the 1983 Series and the coupons appertaining thereto and of said further covenants, restrictions and conditions; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all

conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

Now, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the performance and observance of all the covenants and conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture, contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensealing and delivery hereof, and other valuable considerations, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the following described properties of the Company, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:



All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, coal mines, other mineral land mining rights and privileges, coal storage yards, and pole yards now or hereafter owned by the Company, including all electric works, power houses, generators, turbines, boilers, engines, furnaces, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, pipes, pipe lines, mains, pipe fittings, valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks, switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, steam and hot water, now or hereafter owned by the Company, together with all furniture and fixtures located in the aforesaid buildings, and all land now or hereafter owned by the Company on which the same or any part thereof are situated, and all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands now or hereafter owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works, and all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes, easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same, now or hereafter owned by the Company, and all of the other property, real, personal or mixed, now or hereafter owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used or enjoyed in connection therewith or in any wise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and

wherever situated, and all of the Company's presently held or hereafter acquired right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto, and all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private, and (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described, and, as to all the foregoing, whether now owned by the Company or hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land situate as hereinafter set forth and owned by the Company and buildings and improvements thereon erected and owned by the Company, and whether used or not used in connection with the Company's operations, all of which real estate was conveyed to the Company or its predecessors in title as hereinafter set forth by the following conveyances to which reference is made for a more particular description, to wit:

#### BLAIR COUNTY, PENNSYLVANIA

(68) ALL THAT CERTAIN parcel of land situate in the Township of Woodbury, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated April 11, 1952, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 658, page 324.

(69) ALL THAT CERTAIN parcel of land situate in the Borough of Williamsburg, County of Blair, Pennsylvania, as and to the extent conveyed by Roy M. Hammond *et ux.* to Pennsylvania Electric Company by deed dated August 22, 1952, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 663, page 441.

(70) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by Erna B. Stiffler, also known as Erma B. Stiffler, widow, to Pennsylvania Electric Company by deed dated October 10, 1952, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 666, page 59.

(71) ALL THAT CERTAIN parcel of land situate in the Township of Frankstown, County of Blair, Pennsylvania, as and to the extent conveyed by H. Luther Bice *et ux.* to Pennsylvania Electric Company by deed dated February 13, 1953, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 672, page 24.

#### CAMBRIA COUNTY, PENNSYLVANIA

(76) ALL THAT CERTAIN parcel of land situate in the Borough of Gallitzin, County of Cambria, Pennsylvania, as and to the extent conveyed by the Borough of Gallitzin to Pennsylvania Electric Company by deed dated May 5, 1952, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 636, page 310.

(77) ALL THAT CERTAIN parcel of land situate in the Borough of Sankertown, County of Cambria, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated September 11, 1952, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 639, page 709.

(78) ALL THAT CERTAIN parcel of land situate in the Borough of Sankertown, County of Cambria, Pennsylvania, as and to the extent conveyed by Josephine Prideaux, widow, *et al.*, to Pennsylvania Electric Company by deed dated September 16, 1952, and recorded in the Office of the Recorder of Deeds in and for Cambria County, Pennsylvania, in Deed Book Vol. 644, page 29.

## CLARION COUNTY, PENNSYLVANIA

(16) ALL THAT CERTAIN parcel of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Emery E. Orr *et ux.* to Pennsylvania Electric Company by deed dated February 12, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 161, page 511.

(17) ALL THOSE CERTAIN parcels of land situate in the Borough of East Brady, County of Clarion, Pennsylvania, as and to the extent conveyed by Helen L. Kay *et vir.* to Pennsylvania Electric Company by deed dated March 4, 1953, and recorded in the Office of the Recorder of Deeds in and for Clarion County, Pennsylvania, in Deed Book Vol. 162, page 13.

## CLEARFIELD COUNTY, PENNSYLVANIA

(17) ALL THAT CERTAIN parcel of land situate in the Borough of Clearfield, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mary A. Lytle, singlewoman, *et al.*, to Pennsylvania Electric Company by deed dated May 26, 1952, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 421, page 475.

(18) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Beech Creek Extension Railroad Company and The New York Central Railroad Company to Pennsylvania Electric Company by deed dated June 9, 1952, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 423, page 356.

(19) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mervyl C. Yeager *et ux.* to Pennsylvania Electric Company by deed dated December 18, 1952, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 426, page 164.

## ERIE COUNTY, PENNSYLVANIA

(58) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Charles H. Brugger, Executor of the last Will and Testament of Joseph S. Kingshafer, deceased, to Pennsylvania Electric Company by deed dated January 22, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 616, page 455.

(59) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by the Commissioners of Erie County to Pennsylvania Electric Company by deed dated March 4, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 647, page 88; title to said parcel having been confirmed to Pennsylvania Electric Company by Action to Quiet Title by Pennsylvania Electric Company against Susan C. Adams, in the Court of Common Pleas of Erie County, Pennsylvania, September Term 1952, No. 45.

(60) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Edward Zeisler, single, to Pennsylvania Electric Company by deed dated March 13, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 624, page 87.

(61) ALL THAT CERTAIN parcel of land situate in the Township of Union, County of Erie, Pennsylvania, as and to the extent conveyed by Fulcher P. Smith and F. Perry Smith, Jr., co-partners doing business as Cumberland Box Company, to Pennsylvania Electric Company by deed dated October 28, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 638, page 318.

(62) ALL THAT CERTAIN parcel of land situate in the Townships of Springfield and Girard, County of Erie, Pennsylvania, as and to

the extent conveyed by United States Steel Company to Pennsylvania Electric Company by deed dated November 28, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 638, page 520.

(63) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Amelia B. Phillips *et al.* to Pennsylvania Electric Company by deed dated December 31, 1952, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 640, page 280.

(64) ALL THAT CERTAIN parcel of land situate in the Township of Millcreek, County of Erie, Pennsylvania, as and to the extent conveyed by Amelia B. Phillips *et al.* to Pennsylvania Electric Company by deed dated January 2, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 640, page 321.

(65) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Anna Zimmerman, single, to Pennsylvania Electric Company by deed dated January 2, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 640, page 355.

(66) ALL THOSE CERTAIN parcels of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Earl R. Nichols *et ux.* to Pennsylvania Electric Company by deed dated January 15, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 641, page 266.

(67) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Albert G. Grossholz *et ux.* to Pennsylvania Electric Company by deed dated January 15, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 641, page 269.

(68) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Arthur L. Webb *et ux.* to Pennsylvania Electric Company by deed dated January 19, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 642, page 53.

(69) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Myrtle Wakely, also known as Myrtle Wakeley, *et vir.*, to Pennsylvania Electric Company by deed dated January 28, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 643, page 72.

(70) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Albert E. Upton *et ux.* to Pennsylvania Electric Company by deed dated January 28, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 643, page 106.

(71) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Robert J. Stewart *et al.* to Pennsylvania Electric Company by deed dated March 2, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 644, page 190.

(72) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Margaret A. Parker, single, *et al.*, to Pennsylvania Electric Company by deed dated March 7, 1953, and recorded in the Office of the Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 645, page 132.

(73) ALL THAT CERTAIN parcel of land situate in the Township of Summit, County of Erie, Pennsylvania, as and to the extent conveyed by Henry Oberlander *et ux.* to Pennsylvania Electric Company by deed dated April 7, 1953, and recorded in the Office of the

Recorder of Deeds in and for Erie County, Pennsylvania, in Deed Book 647, page 290.

#### INDIANA COUNTY, PENNSYLVANIA

(32) ALL THAT CERTAIN parcel of land situate in the Township of East Wheatfield, County of Indiana, Pennsylvania as and to the extent conveyed by Conda Weimer *et ux.* to Pennsylvania Electric Company by deed dated November 26, 1952, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book 420, page 160.

(33) ALL THAT CERTAIN parcel of land situate in the Township of East Wheatfield, County of Indiana, Pennsylvania, as and to the extent conveyed by Jacob Napotnik *et ux.* to Pennsylvania Electric Company by deed dated November 26, 1952, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book 420, page 162.

#### JEFFERSON COUNTY, PENNSYLVANIA

(11) ALL THAT CERTAIN parcel of land situate in the Fourth Ward of the Borough of Punxsutawney, County of Jefferson, Pennsylvania, as and to the extent conveyed by W. H. Arthurs *et ux.* to Pennsylvania Electric Company by deed dated February 19, 1953, and recorded in the Office of the Recorder of Deeds in and for Jefferson County, Pennsylvania, in Deed Book Vol. 289, page 192.

#### JUNIATA COUNTY, PENNSYLVANIA

(1) ALL THAT CERTAIN parcel of land situate in the Township of Tuscarora, County of Juniata, Pennsylvania, as and to the extent conveyed by Emma Buchanan, widow, to Pennsylvania Electric Company by deed dated April 1, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, in Deed Book Vol. 85, page 237.

(2) ALL THAT CERTAIN parcel of land situate in the Township of Tuscarora, County of Juniata, Pennsylvania, as and to the extent conveyed by John R. Woodward *et ux.* to Pennsylvania Electric Com-



pany by deed dated April 1, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, in Deed Book Vol. 85, page 234.

(3) ALL THAT CERTAIN parcel of land situate in the Township of Tuscarora, County of Juniata, Pennsylvania as and to the extent conveyed by Sadie Murphy *et al.* to Pennsylvania Electric Company by deed dated April 1, 1953, and recorded in the Office of the Recorder of Deeds in and for Juniata County, Pennsylvania, in Deed Book Vol. 85, page 240.

#### MIFFLIN COUNTY, PENNSYLVANIA

(28) ALL THAT CERTAIN parcel of land situate in the Township of Granville, County of Mifflin, Pennsylvania as and to the extent conveyed by Jeshua P. Runk *et ux.* to Pennsylvania Electric Company by deed dated October 27, 1951, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book V Vol. 5, page 324.

(29) ALL THAT CERTAIN parcel of land situate in the Township of Granville, County of Mifflin, Pennsylvania as and to the extent conveyed by Howard Brought *et ux.* to Pennsylvania Electric Company by deed dated May 22, 1952, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book V Vol. 5, page 552.

(30) ALL THOSE CERTAIN tracts of land situate in the Township of Granville, County of Mifflin, Pennsylvania, as and to the extent conveyed by American Viscose Corporation to Pennsylvania Electric Company by deed dated May 29, 1952, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 5, page 14.

(31) ALL THAT CERTAIN parcel of land situate in the Township of Brown, County of Mifflin, Pennsylvania, as and to the extent conveyed by Elizabeth M. Reed, singlewoman, and Sara Reed Dufur, widow, to Pennsylvania Electric Company by deed dated June 5, 1952, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book W Vol. 5, page 1.

## VENANGO COUNTY, PENNSYLVANIA

(48) ALL THAT CERTAIN parcel of land situate in the Township of Cornplanter, County of Venango, Pennsylvania, as and to the extent conveyed by Arthur Bert Ames *et al.* to Pennsylvania Electric Company by deed dated March 20, 1953, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book Vol. 571, page 532.

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

Provided that, in addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be granted, bargained sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from this Supplemental Indenture, viz.: (1) cash and shares of stock and certificates or evidence of interest

therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company, and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the proceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trusts created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes, franchises and contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" in so far as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Original Indenture; this Supplemental Indenture being made for the purpose, *inter alia*, of subjecting the real estate and premises and other property above described to the lien and operation of said Original Indenture, so that the same shall be held specifically by the Trustee under and subject to the terms and conditions of the Original Indenture in identically the same manner and for the same trusts, uses and purposes, as if the said real estate and premises and other property had been specifically described in the Original Indenture.

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

#### ARTICLE I.

##### 1983 SERIES BONDS.

SECTION 1. The bonds of the 1983 Series shall be designated "First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1983". All coupon bonds of the 1983 Series shall be dated June 1, 1953. All fully registered bonds of the 1983 Series shall be dated the date of issue, and shall bear interest from the first day of June or December, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a June 1 or December 1 on which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to December 1, 1953, in which case they shall bear interest from June 1, 1953.

Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1983 Series shall be payable on June 1, 1983, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and shall bear interest, payable in like coin or currency, at the rate of four and one-eighth per centum (4 $\frac{1}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been

duly provided for. Principal of and interest on the bonds of the 1983 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

All bonds of the 1983 Series shall be redeemable at the option of the Company on any date prior to maturity, as a whole or from time to time in part, upon notice published at least once in each of four successive calendar weeks upon any business day of each such calendar week, in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, at the redemption prices (expressed in percentages of principal amount) set forth in the table under "Regular Redemption Prices" in the form of coupon bond of the 1983 Series set forth in the recitals hereof; and the bonds of the 1983 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the aforesaid table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption.

Coupon bonds of the 1983 Series shall be issuable in the denomination of \$1,000 and shall be registerable as to principal. Fully registered bonds of the 1983 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. Bonds of the 1983 Series shall be interchangeable at the option of the holders thereof, in like aggregate principal amounts, coupon bonds for fully registered bonds, fully registered bonds for coupon bonds and the several denominations of fully registered bonds.

The forms of the bonds and of the coupons to be attached to the coupon bonds of the 1983 Series shall be substantially in the forms hereinbefore recited, respectively.

## ARTICLE II.

## MISCELLANEOUS.

SECTION 1. The aforesaid Supplemental Indentures between the parties hereto dated as of November 1, 1949, dated as of October 1, 1951 and dated as of August 1, 1952 are hereby respectively amended as set forth below, provided that such amendment shall not be effective until, and shall be effective upon, the authentication by the Trustee and delivery to or upon the order of the Company of any bond or bonds of the 1983 Series, and such amendment shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage, or any Supplemental Indenture supplemental thereto, prior to the time that such amendment so becomes effective:

(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (1) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, and by clause (a) of Section 1 of Article II of the Supplemental Indenture dated as of August 1, 1952, is amended by inserting "or of the 1983 Series" after "or of the 1982 Series".

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (2) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, and by clause (b) of Section 1 of Article II of the Supplemental Indenture dated as of August 1, 1952, is amended by inserting "or of the 1983 Series" after "or of the 1982 Series".

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951, as amended by clause (c) of Section 1 of Article II of the Supplemental Indenture dated as of August 1, 1952, is amended by inserting "or of the 1983 Series" after "or of the 1982 Series".

SECTION 2. (A) The Company covenants and agrees that it will not purchase or otherwise acquire for value any property with respect to which at the time of acquisition thereof prior lien bonds shall be outstanding unless, after giving effect to such acquisition, the net earnings of the Company (including the net earnings of such

property) for a period of any twelve consecutive calendar months within the fifteen calendar months immediately preceding the date of such acquisition, as shown by a certificate as similar as may be to a net earnings certificate, (i) shall have been not less than the interest earnings requirement, or (ii) shall bear at least the same ratio to the annual interest on all bonds and prior lien bonds to be outstanding after such acquisition as the net earnings of the Company for such period before giving effect to such acquisition bear to the annual interest on all bonds and prior lien bonds outstanding before giving effect to such acquisition.

(B) The Company covenants and agrees that it will not purchase or otherwise acquire for value any property with respect to which at the time of acquisition thereof prior lien bonds shall be outstanding if, at the date of acquisition of such property,

(i) the principal amount of such outstanding prior lien bonds exceeds 60% of the cost or fair value to the Company, whichever is less, of the property to be acquired, and

(ii) the principal amount of bonds and prior lien bonds to be outstanding immediately after the acquisition of such property will exceed 60% of the difference between

(a) the cost or fair value to the Company, whichever is less, of the sum of (1) the property to be acquired and (2) the Company's utility property immediately prior to such acquisition, as shown by its books and records, and

(b) the sum of (1) \$11,627,093.29 plus (2) the bondable value of the property additions available to the Company, immediately prior to such acquisition, as a basis for the authentication of bonds,

unless, immediately prior to such acquisition, the bondable value of property additions then available to the Company as a basis for the authentication of bonds shall be at least equal to ten sixths of the excess (which excess is hereafter in this subsection (B) referred to as a "prior lien excess") of (1) the principal amount of bonds and

prior lien bonds to be outstanding immediately after the acquisition of such property over (2) 60% of the difference between clause (ii) (a) and clause (ii) (b) of this subsection (B). Moreover, if, immediately after such acquisition, a prior lien excess shall exist, then the acquisition of such property shall, to the extent of such prior lien excess, operate as a waiver by the Company, effective until such time as such prior lien bonds shall become refundable prior lien bonds or shall have ceased to be outstanding without having become refundable prior lien bonds, of the right to utilize for any purpose pursuant to the Mortgage property additions in an aggregate principal amount equal to ten sixths of such prior lien excess, and any officers' certificate of the bondable value of property additions thereafter filed with the Trustee shall make due provision for such waiver so long as the same shall be effective.

(C) For the purpose of the foregoing provisions of this Section, the following terms shall have the following meanings:

The term "prior lien bonds" shall mean prior lien bonds as defined in Section 1.04 of the Original Indenture.

The term "outstanding", when used with reference to prior lien bonds, shall mean prior lien bonds which are outstanding within the meaning of Section 1.04 of the Original Indenture.

The term "refundable prior lien bonds" shall mean refundable prior lien bonds as defined in Section 1.04 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

The term "property additions" shall mean property additions as defined in Section 1.03 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

The term "bondable value of property additions" shall mean the bondable value of property additions as defined in Section 1.05 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946. In determining



the "bondable value of property additions" the minimum provision for depreciation shall be determined in accordance with Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949.

The term "cost" shall mean the cost of property as defined in Section 1.03 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946, and as determined in accordance with the provisions of renumbered clauses (2) and (5) of paragraph A of Section 1.05 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

The term "fair value to the Company" shall mean the fair value to the Company of property as defined in Section 1.03 of the Original Indenture, as determined in accordance with the provisions of renumbered clause (5) of paragraph A of Section 1.05 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

The term "bonds" shall mean bonds as defined in Section 1.02 of the Original Indenture.

The term "net earnings of the Company" shall mean the net earnings of the Company as determined in accordance with Section 1.06 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946; in determining such net earnings, the minimum provision for depreciation shall be the amount computed in accordance with the provisions of Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949.

The term "net earnings certificate" shall mean a net earnings certificate as defined in Section 1.06 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

The term "interest earnings requirement" shall mean the interest earnings requirement as defined in Section 1.06 of the Original Indenture, as amended by Section 2 of Article II of the Supplemental Indenture dated as of June 1, 1946.

(D) The provisions of this Section shall be effective only so long as any of the 1983 Series bonds shall be outstanding, and may be waived by the holders of not less than 75% in aggregate principal amount of all bonds specifically entitled to the benefit of the covenants set forth in this Section (which need not include 75% in principal amount of the then outstanding 1983 Series bonds or any other series of bonds specifically entitled to the benefit of such covenants), outstanding at the time of such acquisition, by a consent given in writing or given at a meeting of the holders of the 1983 Series bonds and such other bonds, if any, held pursuant to the applicable provisions of Article XVI of the Original Indenture. Moreover, none of the provisions of subsection (B) of this Section shall be applicable to any acquisition of property ordered, approved or permitted by the Securities and Exchange Commission under the provisions of the Public Utility Holding Company Act of 1935 as then in force, or by any successor regulatory body of the United States of America having jurisdiction in the premises.

SECTION 3. As supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, said Original Indenture is in all respects ratified and confirmed and said Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 4. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 1st day of July, 1953, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument

to be signed in its name and behalf by a Vice-President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

R. A. GALLAGHER,  
Vice-President.

[CORPORATE SEAL]

Attest:

R. F. PRUNER,  
Secretary.

In the presence of:

J. B. PETTERSON  
F. SCHNEIDER

BANKERS TRUST COMPANY,

By

E. F. BEACH,  
Vice-President.

[CORPORATE SEAL]

Attest:

WM. H. DEALE,  
Assistant Secretary.

In the presence of:

J. B. PETTERSON  
F. SCHNEIDER

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the 1st day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared R. F. Pruner, Secretary of Pennsylvania Electric Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by R. A. Gallagher, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Secretary and of R. A. Gallagher as Vice-President of the said corporation, subscribed foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

R. F. PRUNER,  
Secretary.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the 1st day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared Wm. H. Deale, Assistant Secretary of Bankers Trust Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by E. E. Beach, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of E. E. Beach as Vice-President of said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

WM. H. DEALE,  
Assistant Secretary.

I am not a stockholder, director or officer of said Bankers Trust Company.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

I HEREBY CERTIFY that on this 1st day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared R. A. Gallagher, Vice-President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said R. A. Gallagher made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

I HEREBY CERTIFY that on this 1st day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared E. E. Beach, a Vice-President of Bankers Trust Company, a corporation of the State of New York, party of the second part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Bankers Trust Company, Trustee as set forth in said Supplemental Indenture; and, at the same time, the said E. E. Beach, Vice-President of Bankers Trust Company as aforesaid, made oath in due form of law that the consideration stated in said Supplemental Indenture is true and bona fide as therein set forth, and that he is a Vice-President of said Bankers Trust Company, and is authorized to make this affidavit, and on behalf of said Bankers Trust Company to execute and acknowledge said Supplemental Indenture.

I am not a stockholder, director or officer of said Bankers Trust Company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

On this, the 1st day of July, 1953, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. A. Gallagher, who acknowledged himself to be Vice-President of Pennsylvania Electric Company, a corporation of the State of Pennsylvania, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955



STATE OF NEW YORK, NEW YORK COUNTY, *to wit:*

On this, the 1st day of July, 1953, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared E. E. Beach, who acknowledged himself to be a Vice-President of Bankers Trust Company, a corporation of the State of New York, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS,  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, }  
COUNTY OF NEW YORK } ss.

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that ALOYSE A. STEPHENS whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 1 day of Jul. 1953.  
Fee Paid 50¢

[SEAL]

ARCHIBALD R. WATSON,  
County Clerk and Clerk of the Supreme Court, New York County

#### CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,  
By

[CORPORATE SEAL]

WM. H. DEALE,  
Assistant Secretary.

## RECORDATION DATA

County	Date Recorded	Mortgage Book	Page
PENNSYLVANIA			
Armstrong	July 3, 1953	145	581
Bedford	July 2, 1953	57	320
Blair	July 3, 1953	510	136
Cambria	July 3, 1953	264	458
Centre	July 3, 1953	109	392
Clarion	July 3, 1953	49	550
Clearfield	July 3, 1953	158	474
Crawford	July 3, 1953	169	483
Cumberland	July 3, 1953	287	1
Elk	July 6, 1953	57	1
Erie	July 3, 1953	484	461
Forest	July 3, 1953	21	69
Franklin	July 3, 1953	183	641
Huntingdon	July 2, 1953	75	1
Indiana	July 3, 1953	136	91
Jefferson	July 6, 1953	66	334
Juniata	July 3, 1953	28	317
McKean	July 6, 1953	248	360
Mifflin	July 3, 1953	B-4	481
Perry	July 3, 1953	Y	1
Potter	July 6, 1953	56	212
Somerset	July 3, 1953	115	567
Venango	July 3, 1953	311	253
Warren	July 3, 1953	141	2
Westmoreland	July 3, 1953	864	51

## MARYLAND

Garrett                      July 2, 1953 Liber R.L.D. No. 178 Folio 288

to be signed in its name and behalf by a Vice-President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

*R. Gallagher*  
Vice-President.

[CORPORATE SEAL]

Attest:

*R. E. Egan*

Secretary.

In the presence of:

*John Letterson*  
*Schneider*

BANKERS TRUST COMPANY,

By

*E. G. Black*

Vice-President.

[CORPORATE SEAL]

Attest:

*Wm. Deale*

Assistant Secretary.

In the presence of:

*John Letterson*  
*Schneider*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the 17 day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx N. Y., personally appeared R. F. Pruner, Secretary of Pennsylvania Electric Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by R. A. Gallagher, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Secretary and of R. A. Gallagher as Vice-President of the said corporation, subscribed foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

*R F Pruner*

Secretary.

Sworn to and subscribed before me the day and year aforesaid.

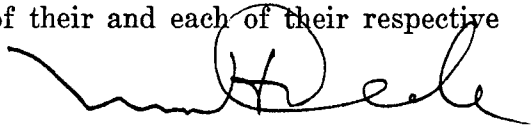
[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 63-3835130  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.

On the 1st day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared Wm. H. Deale, Assistant Secretary of Bankers Trust Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by E. E. Beach, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of E. E. Beach as Vice-President of said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

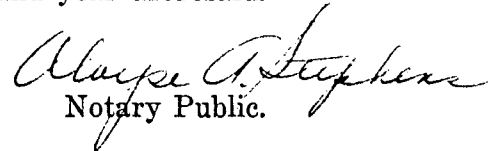


Assistant Secretary.

I am not a stockholder, director or officer of said Bankers Trust Company.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]



Notary Public.

ALOYSE A. STEPHENS  
 NOTARY PUBLIC, State of New York  
 No. 03 39 5170  
 Qualified in Bronx County  
 Certificates filed with  
 New York County Clerks & Registers  
 Bronx County Clerks & Registers  
 Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

I HEREBY CERTIFY that on this *12* day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared R. A. Gallagher, Vice-President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said R. A. Gallagher made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 63-35911-0  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

I HEREBY CERTIFY that on this *12* day of July, 1953, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared E. E. Beach, a Vice-President of Bankers Trust Company, a corporation of the State of New York, party of the second part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Bankers Trust Company, Trustee as set forth in said Supplemental Indenture; and, at the same time, the said E. E. Beach, Vice-President of Bankers Trust Company as aforesaid, made oath in due form of law that the consideration stated in said Supplemental Indenture is true and bona fide as therein set forth, and that he is a Vice-President of said Bankers Trust Company, and is authorized to make this affidavit, and on behalf of said Bankers Trust Company to execute and acknowledge said Supplemental Indenture.

I am not a stockholder, director or officer of said Bankers Trust Company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 07-38351-0  
Qualified in Bronx County  
Certificates filed with  
New York County Clerk & Registers  
Bronx County Clerk & Registers  
Term Expires March 30, 1955

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

On this, the *1st* day of July, 1953, before me **ALOYSE A. STEPHENS**, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. A. Gallagher, who acknowledged himself to be Vice-President of Pennsylvania Electric Company, a corporation of the State of Pennsylvania, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public

**ALOYSE A. STEPHENS**  
**NOTARY PUBLIC, State of New York**  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
**New York County Clerks & Registers**  
**Bronx County Clerks & Registers**  
Term Expires March 30, 1955



State of New York, }  
County of New York, } ss.:

No. 54362

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

*Alfred A. Stephens*  
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this..... day of....., 195.....

FEE PAID 25¢ 50¢

94

*Archibald R. Watson*  
County Clerk and Clerk of the Supreme Court, New York County

STATE OF NEW YORK, NEW YORK COUNTY, *to wit*:

On this, the *17* day of July, 1953, before me ALOYSE A. STEPHENS  
 , a Notary Public for the State and County aforesaid, the  
 undersigned officer, personally appeared E. E. Beach, who acknowl-  
 edged himself to be a Vice-President of Bankers Trust Company, a  
 corporation of the State of New York, and that he, as such Vice-  
 President, being authorized so to do, executed the foregoing instru-  
 ment for the purposes therein contained, by signing the name of the  
 corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
 Notary Public.

ALOYSE A. STEPHENS  
 NOTARY PUBLIC, State of New York  
 No. 03-3825150  
 Qualified in Bronx County  
 Certificates filed with  
 New York County Clerks & Registers  
 Bronx County Clerks & Registers  
 Term Expires March 30, 1955

CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named,  
 hereby certifies that its precise residence is 16 Wall Street, in the  
 Borough of Manhattan, in The City of New York, in the State of  
 New York.

BANKERS TRUST COMPANY,  
 By

*E. E. Beach*

[CORPORATE SEAL]

Assistant Secretary.